

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

ANN ROBBINS, Plaintiff, v. MED-1 SOLUTIONS, LLC, Defendant.	CASE NO. 1:14-cv-1703
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COMPLAINT

I. INTRODUCTION

1. This is an action brought by Plaintiff Ann Robbins for statutory and actual damages, costs of the action, a reasonable attorney's fee and all other damages allowed by law from Defendant for violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq.

II. JURISDICTION

2. Jurisdiction of this court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. §§ 1331 and 1337.

III. PLAINTIFF

3. Plaintiff Ann Robbins is a natural person residing in Indianapolis, Indiana.

IV. DEFENDANT

4. Defendant Med-1 Solutions, LLC is a for-profit domestic limited liability company with its principal place of business in Greenwood, Indiana.
5. At all times referenced herein, Med-1 Solutions, LLC was operating as a debt collector as defined by 15 U.S.C. § 1692a(6).

V. STATEMENT OF FACTS

6. On July 1, 2014, Defendant filed a lawsuit against Plaintiff in Lawrence Township Division of Marion County Small Claims Court captioned "Med-1

Solutions, LLC v. Ann Marie Robbins, Cause No. 49K031407-SC-003946” (“state court lawsuit”), over an alleged personal medical bill.

7. An Affidavit of Debt was attached to the Notice of Claim filed by Defendant in the state court lawsuit which stated, in relevant part: “The last payment to Med-1 was received on 5-12-14 in the amount of \$266.66.”
8. The Notice of Claim was served on Plaintiff.
9. At the time she was served with the Notice of Claim, Plaintiff never made a payment to Med-1 Solutions, LLC.
10. At the time she was served with the Notice of Claim, Plaintiff never made a payment to the original creditor, Community Health Network, in the amount of \$266.66.
11. On September 14, 2014, Plaintiff paid off the entire debt except for attorney fees and costs to Med-1 Solutions, LLC.
12. On September 23, 2014, Plaintiff appeared for court in the state court lawsuit and spoke with an attorney for Med-1 Solutions, LLC; the attorney told Plaintiff that she was still responsible for paying attorney fees in the amount of \$375 and costs in the amount of \$86.
13. The attorney for Med-1 Solutions, LLC also told Plaintiff that he had “now spent three more hours” working on Plaintiff’s case, which Plaintiff took as a threat that if she did not pay the attorney fees at that time that she would be responsible for additional attorney fees.
14. No attorney for Med-1 Solutions, LLC spent three hours of time in addition to other time working on Plaintiff’s case.
15. No attorney for Med-1 Solutions, LLC spent three hours of time working on Plaintiff’s case.

VI. CLAIMS FOR RELIEF

A. Fair Debt Collection Practices Act

16. Plaintiff repeats, re-alleges and incorporates by reference paragraphs one through fifteen above.
17. Defendants violated the Fair Debt Collection Practices Act. These violations include, but are not limited to:
 - a. Making a false, deceptive or misleading representation to Plaintiff by communicating to her that “The last payment to Med-1 was received on 5-12-14 in the amount of \$266.66,” in violation of 15 U.S.C. § 1692e;

- b. Using a false, deceptive or misleading means to collect a debt by filing in the state court lawsuit the affidavit that stated "The last payment to Med-1 was received on 5-12-14 in the amount of \$266.66," in violation of 15 U.S.C. § 1692e;
- c. Making a false, deceptive or misleading representation to Plaintiff by communicating to her that an attorney had spent three more hours on her case, in violation of 15 U.S.C. § 1692e;
- d. Using a false, deceptive or misleading means to collect a debt by communicating to Plaintiff that an attorney had spent three more hours on her case, in violation of 15 U.S.C. § 1692e;
- e. Using an unfair or unconscionable means to collect a debt by communicating to Plaintiff that an attorney had spent three more hours on her case, in violation of 15 U.S.C. § 1692f.

18. As a result of the violation of the Fair Debt Collection Practices Act, Defendant is liable to Plaintiff for her actual damages, statutory damages, costs, attorney fees and all other appropriate relief.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and against Defendants in an amount that will compensate her for her actual damages, statutory damages, costs, attorney fees and all other appropriate relief.

Respectfully submitted,

s/ Robert E. Duff
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